1985
ANNUAL
REPORT

FARMERS' ADVOCATE

Alberta
AGRICULTURE

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Alberta
AGRICULTURE

Office of the Farmers' Advocate of Alberta

HELMUT P. ENTRUP
FARMERS' ADVOCATE OF ALBERTA

3rd Floor, J. G. O'Donoghue Building, 7000 - 113 Street, Edmonton, Alberta, Canada T6H 5T6 403/427-2433

February 7, 1986.

Honourable LeRoy Fjordbotten,
Minister of Agriculture,
418 Legislature Building,
Edmonton, Alberta.
T5K 2B6

Dear Sir:

I have the honour to submit the Annual Report of the Farmers' Advocate of Alberta for the period January 1, 1985 to December 31, 1985.

Respectfully submitted,

Helmut P. Entrup

Helmut P. Entrup
Farmers' Advocate of Alberta

OFFICE OF THE

FARMERS' ADVOCATE OF ALBERTA

1985

ANNUAL REPORT

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INTRODUCTION

The Office of the Farmers' Advocate of Alberta, reporting directly to the Minister of Agriculture, is attached to the Department of Agriculture and is located in the J. G. O'Donoghue Building, 7000 - 113 Street, Edmonton, Alberta. All necessary office supplies are requisitioned and the annual budget submitted through this Department.

This report provides a resume of our activities. It also provides an opportunity to express our appreciation, through the Minister, to other Departments and Agencies of government for assistance they have provided. The cooperation received from the sections of the private sector we are involved with is appreciated, as is the valuable support from the provincial news media.

In addition, we attempt to detail the workings of the Office, to delienate the direction to be assumed for the forthcoming year, and provide some synoptic illustrations of the many cases we have dealt with.

JURISDICTION

The Farmers' Advocate of Alberta has two primary functions:

Firstly, to investigate and solve problems and act as mediator in disputes which involve farmers and other segments of industry.

Secondly, to act in an advisory capacity. Based on past experience and on the similarity among complaints, we are in a position to advise farmers, or present to farmers, alternative routes to follow in an attempt to settle their outstanding complaints.

In disputes of individuals with local government (rural municipalities, counties, and improvement districts), we advance these complaints to the respective body and request information pertaining to these cases. If it is found by this Office that the complaint is justified, we take measures to encourage the respective body to review the circumstances with us, in an attempt to find a solution to the problem. We are pleased with the cooperation that we have received from all levels of local government.

We do not involve ourselves in cases where the complainant retains the services of a lawyer and withdraw from any case where the complainant subsequently retains legal service. With these exceptions, we attempt to mediate between two opposing parties with the aim of reaching an out of court settlement. Although farmers may have a legal remedy, litigation in many cases is far too expensive, too time consuming, and too mysterious and uncertain a procedure for all but a handful of farmers to pursue to a successful conclusion.

Therefore, we stress private negotiation between two opposing parties, always stressing an appreciation for the other side.

GENERAL COMMENTS

The Office of the Farmers' Advocate of Alberta has continued, since its establishment in 1973, to respond to the immediate and long term needs of the farmers in the Province. Although the direction of the Office must change over time as the requirements of our clients change, we can take great pride in being able to say that we have not lost touch with the farming community.

This year, as in 1984, was a year of inclement weather conditions. The hardships suffered by the farming community were not ones of only drought, grasshoppers, and low commodity prices, but in some areas fall-rains delayed, or prevented harvesting.

A multitude of government assistance programs have greatly aided the farm community in this time of stress, and our elected representatives are to be congratulated for their timely and appropriate response. At the time of writing of this Report my Office has been named as Chairman of the Appeal Committee for the Alberta Red Meat Interim Insurance Program.

I would also like to take this opportunity to thank all of those farm organizations, along with the Alberta Association of Municipal Districts and Counties for the assistance and cooperation they have extended to my Office in the past year.

A good working relationship between my Office and that of the Provincial Ombudsman has developed in the past year. I wish the "Omudsman" well and look forward to working with him in the coming year.

Several areas of concern commented on in last year's Annual Report deserve further comment. I can happily report that the Fish & Wildlife Division of the Department of Energy & Natural Resources seem to have ungulate depredation of feed supplies under much better control than a year ago if complaints to my Office are any indication. Various programs and initiatives by the Department increased doe harvest, fencing for feed supplies, and feeding stations, to name a few, have been very beneficial.

My Office will encourage farmers and Wildlife Officials to work together to resolve their problems. It is my firm belief that to maintain a healthy and adequate wildlife base with the potential to preserve the resource for future generations and encourage tourism potential, the landowner must be a willing and happy participant in maintaining habitat on his privately owned lands.

Right-To-Farm Legislation was brought forward in the form of a Private Members Bill in 1984 but the "Bill" did not receive passage. There is still great interest in the country concerning this matter, the concern is brought more sharply into focus considering the plethora of cases coming into the Courts across Canada. Several cases in the last few months in Nova Scotia, New Brunswick and Ontario have had very negative results for farmers as they were hauled into Court by non-farmers who objected to the smells and noises generated by normal farming practice.

Health Regulations, as they affect farms and feedlots, continue to concern us as there is a wide difference in the treatment of farmers and non-farmers. Another related area of concern is the regulation concerning the definition of a feedlot which one Provincial Judge (name available on request), in the summation of his case referred to as being confusing and unworkable. Under the widest interpretation of a "feedlot" under the Act it could include two cows within a fenced quarter section. In the minds of most farm operators a "feedlot" is a high density livestock operation, mostly feeding high energy rations. Hopefully the coming year will bring a satisfactory resolution of these problems.

1984 saw the completion of a new agreement between the Rural Electrification Association and the Power Companies. My Office, along with the Department of Utilities and Telephones, took part in a gruelling but fruitful round of negotiations between the two parties. The resulting agreement gives more flexibility and autonomy to the Rural Electrification Association. One of the real "pluses" is the mechanism for setting up of a "Joint Review Committee" comprised of members of both Power Companies and the Rural Electric Association for the settlement of disputes as well as policy and planning functions.

My Office chaired nineteen information meetings in November and December in which the Rural Electric Association and the Power Companies jointly participated to bring the information on the new contract to all the Rural Electrification Association Directors in the Province. These meetings extended from Medicine Hat in the South to Peace River in the North.

Hopefully the Rural Electrification Association members will see fit to use the new Contract.

SURFACE RIGHTS

It was reported in our previous Annual Report that a new Surface Lease Document was born. There were, however, complications and unforeseen delays and the interested parties had some disagreements on procedure, the net result being that the new "Surface Lease Agreement" will be going out to Extension Offices in January of 1986.

In the past year my Office has been quite instrumental in having power lines to well sites being placed underground with increased frequency. Up until several years ago power companies created the impression that the underground line was far more expensive than an overhead line. Research proved that this was not the case in installations where requirements were from 15 to 25 horsepower, and the transformer could be placed on the supplying line.

Power lines continue to be a problem for farmers, particularly as they relate to the increased use of aerial spraying. The new regulations whereby the only lines to be considered for annual compensation are transmission lines of 69 KVA and above, are under criticism by a number of farmers using the argument that the disruptive nature of a power line is not a function of the KVA carried by the line, and that the voltage can be greatly varied in a transmission line.

It has also come to the attention of my Office that power companies in some cases have acquired right-of-ways from farmers for transmission lines and oil well service lines without the farmer being made aware of his rights. It would seem that some farmers, probably because of the factors inherent in the Rural Electrification Act, were under the impression that a power company could obtain an easement without full recognition of the terms of the Alberta Surface Rights Act.

My Office will do its utmost to correct this matter in the days ahead.

SEISMIC

Activity in this area continues much the same, with information requests continuing at a fairly high level.

The Geophysical Branch of the Department of Energy and Natural Resources is doing a good job investigating any complaints that arise.

Problem areas continue to be in the area of trespass, mostly caused by landowners not contractually indicating fully the area permitted.

As in the Surface Lease area, difficulties arise over establishing proper land values in negotiations. Falling real estate values since 1980 have left property values in the Province to vary immensely from one district to another with the result that even the best appraisals are subject to question.

RURAL MUNICIPALITIES

Our Office has continued to have a good working relationship with the Municipal Governments in the Province. We are proud of the confidence which the Municipalities have shown in our Office as demonstrated by their willingness to abide by our recommendations.

The Farmers' Advocate will continue to mediate when requested by either local governments or ratepayers. It will continue to draw on its many years of experience in this area, which I think is one of good judgment and fair play.

POTABLE WATER

There is increasing concern in the farm community over the use of potable underground water supplies being injected for oilfield flood (enhanced recovery).

I, as the Farmers' Advocate of Alberta, have added my voice to those of the Alberta Association of Municipal Districts and Counties, the Alberta Cattle Commission, Unifarm, and others, who would encourage the use of above ground water supplies whenever possible for oilfield flood.

The drought on the prairies over the past years has resulted in many aquifers either drying up or being severely drawn down. My Office will continue to view potable good quality drinking water one of our major and vital resources, to be husbanded very carefully for future generations.

WATER WELL RECOVERY PROGRAM

The general level of activity in this area was somewhat less than in other years. A contributing factor here may have been that the provincial drought programs for water well assistance in conjunction with the ongoing Prairie Farm Rehabilitation Administration assistance provided farmers in the Province with a major source of funding for a new well. This being the case, those who considered that they might have had seismic affect their well to the extent that they had to drill a new well, chose to take those funds which they were certain of rather than choose the uncertain route of being reimbursed under the Water Well Recovery Program.

We would again like to express our appreciation to the Groundwater Branch of the Department of Environment, the Geophysical Branch of the Department of Energy and Natural Resources, as well as the local Agricultural Development Corporation Chairmen for their assistance.

All of the above have provided our Office with the expertise and assistance required to perform our functions.

LIVESTOCK PREDATOR INDEMNITY PROGRAM

The year 1985 has seen fewer appeals brought to the attention of my Office than in previous years. I have no explanation for this other than possibly the tough stance of the Committee and its close adherence to its guidelines in the past years may have encouraged livestock owners to supervise their stock more closely.

It is my conjecture that a higher level of predator control has taken place in the last two years in the Province by whatever means. Certainly reports to my Office of wolves molesting livestock are down drastically.

If reports coming to my attention are accurate, it would seem that some livestock operators in the Province are somewhat lax when it comes to branding their animals for identification.

There are reports also that in some areas accepted vaccination programs are not followed. These reports come mainly from Northern Alberta, primarily the Peace River area.

RURAL CRIME WATCH

Since the Farmers' Advocate of Alberta, in conjunction with the Alberta Cattle Commission and the Western Stockgrowers Association, are the sponsoring bodies for the Rural Crime Watch movement, our Office continues to work closely with the R.C.M.P. and the Stockmens Groups to encourage the Rural Crime Watch concept. It is noteworthy that the Solicitor General's Department offers major support for the movement, for which I express appreciation.

Vandalism and theft continue to be a problem, especially in areas bordering major centres. It is ironic however that a successful Rural Crime Watch Program means that crime is controlled or reduced in an area to the point where members may begin to believe their organization no longer is needed. In brief, the only measurement of success a Rural Crime Watch Association has, is that nothing happens.

It is important that members recognize this and keep their organizations active and strong. My Office purchased a Rural Crime Watch Display which is kept by the R.C.M.P. and taken to various fairs and meetings throughout Alberta. The annual meeting of the Rural Crime Watch Association will be held in Viking on March 1 this year. It is a function that rural people should mark on their calendars.

With over eighty local organizations and a membership of over fourteen thousand active members, we help the local organizations when asked to assist in speaking engagements and in dissemination of information, literature, etc., i.e. Farmers and the Law, Rural Crime Watch, Property Identification, Constitutions, and By-laws, etc.

OFFICE ADMINISTRATION

In 1985 the Office of the Farmers' Advocate of Alberta consisted of the following staff members:

Helmut P. Entrup	Farmers' Advocate of Alberta
Bard Haddrell	Assistant to the Farmers' Advocate of Alberta
Cliff Downey	Executive Assistant to the Farmers' Advocate of Alberta
Mary Leach	Secretary
Rosemarie Dobler	Secretary

I would like to take this opportunity to thank all my staff for their continued outstanding service which contributes to the efficiency and success of this Office.

INFORMATION AVAILABLE

The year of 1985 saw many man-hours go into research in the mineral leasing area, the result of this research being a new publication developed by this Office and available from Alberta Agriculture under "Agdex 878-3" entitled "Leasing Mineral Rights". The publication was in response to the great number of inquiries directed to the Office over the years from the earlier settled parts of the Province. A guideline sample Mineral Lease Form is also available from our Office on request.

Updating was accomplished this year on several pamphlets originated by my Office and presently available at all Alberta Agriculture Extension Offices. Specifically these are "Negotiating Surface Rights" and "Seismic Operations and Farmers Rights". Our publication "Farmers and the Law" remains unchanged.

Information assistance is rendered to all those whose request is received by the Office. If the information is not at hand the individual is directed appropriately. Our address and phone number is:

Farmers' Advocate of Alberta,
3rd Floor, J. G. O'Donoghue Building,
7000 - 113 Street,
Edmonton, Alberta.
T6H 5T6

Phone: 427-2433

MEETINGS - 1985

JANUARY

7	Co-ordinating Committee Meeting	Edmonton
7-11	Farm Organization Convention	Edmonton
11	Water Well Hearings	Bonnyville
15	Cattlemen Meeting	Calgary
17	Surface Rights Meeting	Vegreville
21-22	Rural Electric Convention	Edmonton
23	Cattlemen Meeting	Calgary
25	Water Well Hearings	Stony Plain
28	Crime Prevention Meeting	Westlock
29-30	Rural Electric Meeting	Edmonton
29	Livestock Predator Committee Meeting	Grande Prairie
30	Right-to-Farm Seminar	St. Paul
31	Stockgrowers Convention	Edmonton

FEBRUARY

1-2	Stockgrowers Convention	Edmonton
3-6	Service Board Conference	Edmonton
5	Cattlemen Meeting	Medicine Hat
6	Cattlemen Meeting	Heisler
7	Surface Rights Meeting	Rimbey
8	Water Well Hearings	Red Deer
8	Cattlemen Meeting	Nanton
11	Water Well Hearings	Stony Plain

FEBRUARY - Cont'd.

12	Surface Rights Meeting	Benalto
16	Crime Prevention Meeting	Westlock
18	Surface Rights Meeting	Fairview
19	Livestock Predator Meeting	Edmonton
20	Weed Control Seminar	Edmonton
20	Surface Rights Meeting	Cadogan
27	Surface Rights Meeting	Dunmore
28	Farm Protection Meeting	Westlock
28	Surface Rights Meeting	Etzikom

MARCH

6	Surface Rights Meeting	Stettler
11	Crime Prevention Meeting	St. Michael
11	Crime Prevention Meeting	Berwyn
13	Rural Electric Meeting	Erskine
15	Surface Rights Meeting	Calgary
20	Rural Electric Meeting	Stettler

APRIL

1-3	Municipal Convention	Red Deer
9	Irrigation District Meeting	Vauxhall
9	Crime Prevention Meeting	Bluffton
10	Right-to-Farm Seminar	Killam

APRIL - Cont'd.

11	Farm Information Meeting	Plamondon
17	Agrologists Conference	Red Deer
17-18	Dairy Pool Annual Meeting	Red Deer
22-23	Information Meeting	Calgary
23	Water Well Hearings	Stony Plain
26	Farm Concerns Meeting	Cleardale
29	Crime Prevention Meeting	Athabasca
30	County/Farmer Meeting	Two Hills

MAY

1	Cattlemen Meeting	Calgary
2	Surface Rights Meeting	Eckville
2-4	Irrigation District Meeting	Brooks
7	Surface Rights Meeting	Calgary
9	Farmer/Oil Company Meeting	Buck Lake
14	Electrical Concerns Meeting	Lac La Biche
14	Electrical Concerns Meeting	Rich Lake
16	Water Well Hearings	Grande Prairie/Hythe
20	Surface Rights Concerns	Brooks/Nanton
21-23	Land Rights Concerns Meeting	Edmonton
22-23	Oil and Gas Seminar	Calgary
24	Sewage Lagoon Problems	Thorhild
29	Water Well Hearings	Stony Plain

JUNE		
3	Land Concerns Meeting	Claresholm/Macleod
13	Surface Rights Meeting	Calgary
17	Crime Prevention Meeting	Edmonton
17	International Right-of-Way Meeting	Edmonton
18-19	Cattlemen Convention	Red Deer
24-27	Rural Electric Convention	Edmonton
25	Livestock Predator Meeting	Grande Prairie
26	Land Concerns Meeting	Rimbey
27	Irrigation Concerns Meeting	Vauxhall
28	Seismic Concerns Meeting	Drumheller
JULY		
8	Farm Concerns Meeting	Westlock/Jarvie
9-12	Service Board Tour	High Prairie
12-13	Cattlemen Conference	Calgary
17	Farmer/Oil Company Meeting	Redwater
31	Cattlemen Meeting	Calgary
AUGUST		
20	Rural Electric Meeting	Red Deer
20	Surface Rights Meeting	Sylvan Lake
22	Crime Prevention Meeting	Tofield

AUGUST - Cont'd.

22	Spray Damage Concerns	Westlock/Barrhead/ Neerlandia
27	Water Concerns Meeting	Sylvan Lake
29	Rural Electric Meeting	Red Deer
30	Horticultural Concerns	Brooks
31	Cattlemen Meeting	Calgary

SEPTEMBER

3	Land Dispute Concerns	Lethbridge
5	Electrical Concerns Meeting	Calgary
6	Farmer/Land Concerns Meetings	Thorhild/Lamont/ Chipman
11-14	Right-of-Way Seminar	Banff
14	Crime Prevention Meeting	Red Deer
18	Information Meeting	Edmonton
19	Farmer/County Meeting	St. Paul
19	Meeting re Pipeline Concerns	Lamont
24	Water Well Hearings	Coronation
27	Surface Rights Meeting	Delburne
28	Electrical Concerns Meeting	Red Deer

OCTOBER

1	Livestock Predator Meeting	Edmonton
1	Electrical Concerns Meeting	Edmonton
5	Surface Rights Meeting	Elk Point
10	Water Well Hearings	Grande Prairie
16	Water Well Hearings	Stony Plain
17	Cattlemen Meeting	Calgary
22	Surface Rights Meeting	Calgary
23	Water Well Hearings	Wainwright
25	Water Well Hearings	Olds
25	Agriculture Concerns Meeting	Red Deer
29	Electrical Concerns Meeting	Medicine Hat
29	Surface Rights Meeting	Calgary
30	Electrical Concerns Meeting	High River
31	Electrical Concerns Meeting	Drumheller
31	Seismic Seminar	Calgary

NOVEMBER

1	Rural Electric Meeting	Stettler
3	Crime Prevention Meeting	Calgary
4-6	Agriculture Concerns Meeting	Edmonton
4	Rural Electric Meeting	Lindberg
4	Rural Electric Meeting	Hanna
4	Rural Electric Meeting	Elk Point

NOVEMBER - Cont'd

5	Rural Electric Meeting	Red Deer
6	Rural Electric Meeting	Wetaskiwin
7	Rural Electric Meeting	Camrose
7	Potable Water Seminar	Elk Point
8	Rural Electric Meeting	Sherwood Park
11-15	Municipal Convention	Edmonton
12	Rural Electric Meeting	Wainwright
13	Rural Electric Meeting	Vermilion
14	Rural Electric Meeting	St. Paul
15	Rural Electric Meeting	Vegreville
18	Rural Electric Meeting	Smoky Lake
19-21	Gas Co-op Convention	Red Deer
20	Surface Rights Meeting	Clandonald
20	Crime Prevention Meeting	Edmonton
21	Surface Rights Meeting	Stony Plain
25	Rural Electric Meeting	Manning
25	Rural Electric Meeting	Barrhead
26-27	Agriculture Annual Conference	Edmonton
26	Rural Electric Meeting	Grande Prairie
27	Rural Electric Meeting	Spirit River
28	Rural Electric Meeting	Peace River

DECEMBER

2-3	Cattlemen Convention	Edmonton
3	Surface Rights Workshop	Niton Junction
3	Surface Rights Meeting	Edson
5	Mineral Leasing/Surface Rights Meeting	Ponoka
5	Financial Concerns Meeting	St. Albert
11-12	Stockgrowers Annual Convention	Calgary
16	Surface Rights Meeting	Lac La Biche
16	Electrical Concerns Meeting	Vegreville
17	Surface Rights Meeting	Derwent
17	Water Concerns Meeting	Sylvan Lake
19	Land Concerns Meeting	High River
23	Water Well Hearings	Lethbridge

LAND USE - SURFACE RIGHTS - WELLS - PIPELINES

100-1/85-1	Requires assistance in settling rental review	Assistance Rendered
85-2	Request for assistance with rental review	Information Supplied
85-3	Oil company refusing to pay entry fee to farmer	Assistance Rendered
85-4	Dispute over texas gates placed on leased land	Rectified
85-5	Damages by oil company are not settled	Abandoned
85-6	Problems with gas from gas well	Rectified
85-7	Oil company snow removal threatening safety of horses	Rectified
85-8	Request for assistance in negotiating lease	Rectified
85-9	Oil company not cooperating with stipulations on lease	Rectified
85-10	Requests help for compensation for damages and rental review	Information Supplied
85-11	Requires assistance in negotiating surface lease	Rectified
85-12	Seeks compensation for damages caused by oil company	Unable to Assist
85-13	Seeks compensation for damages due to road allowance	Rectified
85-14	Seeks compensation for damages due to oil spill	Information Supplied
85-15	No easement signed for pipeline on property	Assistance Rendered
85-16	Seeks compensation for tree and soil damage	Rectified
85-17	Seeks compensation for damages due to pipeline construction	Assistance Rendered
85-18	Requires information concerning Surface Rights Act	Information Supplied

LAND USE - SURFACE RIGHTS - WELLS - PIPELINES (Cont'd.)

100-1/85-19	Wants help in getting Caveats removed from property	Rectified
85-20	Feels he is entitled to more compensation for wells	Assistance Rendered
85-21	Requests assistance in negotiating rental review	Assistance Rendered
85-22	Requests information on leasing of crown land	Information Supplied
85-23	Requests information on pipeline resurvey and trespass	Assistance Rendered
85-24	Seeks help negotiating rental review of surface lease	Assistance Rendered
85-25	Seeks compensation for gas pipeline on property	Rectified
85-26	Dispute with oil company over surface lease	Required Litigation
85-27	Wants compensation for damages due to pipeline	Rectified
85-28	Request for rental review from oil company	Information Supplied
85-29	Problems resulting from pipeline right-of-way	Rectified
85-30	Requests information on abandoned right-of-way	Information Supplied
85-31	Seeks assistance settling pipeline construction damages	Unable to Assist
85-32	Feels pipeline has negative effect on future development	Referred to Department Conc'd.
85-33	Requests compensation for pumphead on land	Rectified
85-34	Oil company not paying taxes according to agreement	Rectified
85-35	Well not abandoned in proper manner	Information Supplied
85-36	Appears farmer tampering with gas valve on well	Information Supplied

LAND USE - SURFACE RIGHTS - WELLS - PIPELINES (Cont'd.)

100-1/85-37	Wants right-of-entry order held until objections reviewed	Assistance Rendered
85-38	Requires information on Freehold Natural Gas Lease and Grant	Information Supplied
85-39	Farmer not receiving compensation for plant site	Information Supplied
85-40	Wants pipeline construction delayed until after harvest	Rectified
85-41	Feels she was pressured into signing surface lease	Assistance Rendered
85-42	Requests that metre be placed on well	Rectified
85-43	Wants increase in annual rental for power poles on land	Rectified
85-44	Problems with surface lease agreement	Information Supplied
85-45	Seeks information on well sites on grazing leases	Information Supplied
85-46	Not agreeable to amount of compensation being offered	Referred to Department Conc'd.
85-47	Seeks compensation for damages due to pipeline construction	Rectified
85-48	Seeks compensation for damages due to waterline construction	Assistance Rendered
85-49	Broken fences permitting cattle to destroy hay	Rectified
85-50	No payment received from oil company for pipeline damages	Information Supplied
85-51	Seeks assistance negotiating change in right-of-way	Information Supplied
85-52	Problems with surface lease	Requires Litigation
85-53	Damages due to construction of access road	Assistance Rendered
85-54	Requests information on lease agreement	Information Supplied
85-55	Damages to land caused by natural gas pipeline construction	Rectified

LAND USE - SURFACE RIGHTS - WELLS - PIPELINES (Cont'd.)

100-1/85-56	Problem with oil company clean-up	Assistance Rendered
85-57	Wants help from Surface Rights Board with problem	Assistance Rendered
85-58	Seeks compensation for damages from oil company	Abandoned
85-59	Wants settlement of pipeline construction damages	Rectified
85-60	Feels land unproductive since pipeline installation	Unable to Assist
85-61	Problems regarding pipeline construction	Rectified
85-62	Problems with fenceline on surface lease	Assistance Rendered
85-63	Loss of land productivity due to gas well abandonment	Required Litigation
85-64	Problems reaching agreement on damages with oil company	Referred to Dept. Conc'd.
85-65	Problem with right-of-way compensation	Rectified
85-66	Company two years behind in compensation payments	Referred to Dept. Conc'd.
85-67	Requires assistance on settlement of right of way lease	Information Supplied
85-68	Requires assistance with location of pipeline	Assistance Rendered
85-69	Cannot agree on amount of compensation due	Required Litigation
85-70	Trees damaged due to pipeline construction	Under Investigation
85-71	Dispute over wellsite location	Rectified
85-72	Concerned over surface lease on leased crown land	Under Investigation
85-73	Feels oil company doing injustice by drilling well	Under Investigation
85-74	Flooding problems due to oil well construction	Under Investigation

LAND USE - HIGHWAYS - ROADS

100-3/85-1	No permission given for road being built across property	Rectified
85-2	Problems gaining legal access to property	Referred to Department Conc'd.
85-3	Damages resulting from road construction and trespass	Rectified
85-4	Problems with dust on main county road	Rectified
85-5	Problems with road allowance	Assistance Rendered
85-6	Damages to land due to construction of new road allowance	Assistance Rendered
85-7	Complaint of condition of Municipal Road	Assistance Rendered
85-8	Concerned re proposed closure of road plan	Under Investigation

LAND USE - MINERAL RIGHTS

100-4/85-1	Request for information on mineral rights	Information Supplied
85-2	Company withholding excessive amounts for processing	Assistance Rendered
85-3	Does not possess mineral rights for land owned since 1898	Information Supplied
85-4	Requires assistance in leasing mineral rights	Information Supplied
85-5	Requests assistance in completing Lease and Grant Form	Assistance Rendered
85-6	Has not been receiving royalty payments	Information Supplied
85-7	Concerned over processing charge of royalties	Rectified

LAND USE - MINERAL RIGHTS (Cont'd.)

100-4/85-8	No bonus received for possession of mineral rights	Information Supplied
85-9	Requires information on disposal of mineral rights	Information Supplied
85-10	Dispute with oil company concerning mineral lease	Assistance Rendered
85-11	Requires information on mineral rights	Assistance Rendered
85-12	Problems with mineral rights contract	Requires Litigation
85-13	Requires assistance with leasing of mineral rights	Information Supplied
85-14	Dispute over taxes payable by lessor and lessee	Information Supplied
85-15	Requires information on mineral rights	Information Supplied

LAND USE - GENERAL - SEISMIC

100-5/85-1	Requests information on mining lease	Required Litigation
85-2	Problems with geophysical company	Rectified
85-3	Requires seismic company to rectify damages to property	Information Supplied
85-4	Has not received payment from seismic company	Rectified
85-5	Has not received compensation from geophysical company	Rectified
85-6	Not paid for snow removal done for geophysical company	Information Supplied
85-7	Loss of livestock due to seismic activity	Assistance Rendered
85-8	Damages resulting from unauthorized seismic activity	Assistance Rendered
85-9	Requires assistance in settlement of damage claim	Assistance Rendered

REAL PROPERTY - LAND PROBLEMS

110-1/85-1	Concerned over implications of creek crossing	Information Supplied
85-2	No clean-up after construction of irrigation canals	Rectified
85-3	Compensation for damages due to sewage line construction	Rectified
85-4	Problems with lease agreement on parcel of land	Assistance Rendered
85-5	Does not have legal access to quarter section of land	Information Supplied
85-6	Billed for improper land clearing job	Requires Litigation
85-7	Requests information on salt spill on land	Information Supplied
85-8	Dugout construction causing flooding problems	Rectified
85-9	Village wants farmer to lease old lagoon site land	Information Supplied
85-10	Problem with County regarding right-of-way agreement	Information Supplied
85-11	Concerns with grazing lease	Information Supplied
85-12	Left with awkward triangular piece of land from road const.	Rectified
85-13	Problems with grazing lease on parcel of land	Assistance Rendered
85-14	Dispute with county over removal of acre of land	Information Supplied
85-15	Proposed widening of irrigation canal causing problems	Under Investigation
85-16	Problems over claim for crop failure	Information Supplied
85-17	Problems with selling parcel of land to County	Assistance Rendered
85-18	Land purchased from person not legally holding land title	Under Investigation

REAL PROPERTY - LAND PROBLEMS (Cont'd.)

110-1/85-19	Problem with Caveat against land title	Under Investigation
85-20	Property owners rights over hunters on land	Information Supplied

REAL PROPERTY - WILDLIFE DAMAGE

110-2/85-1	Farmer charged for shooting animals while protecting feed	Rectified
85-2	Wants compensation for feed losses	Assistance Rendered
85-3	Having problems with deer	Information Supplied
85-4	Wants to appeal bear damage rejection	Referred to Department Conc'd.
85-5	Problems with wildlife damage to crops	Referred to Department Conc'd.
85-6	Deer causing damage to crops	Assistance Rendered
85-7	Problems with deer and hunters on land	Under Investigation
85-8	Deer damaging hay crop	Assistance Rendered
85-9	Wants to appeal livestock predator rejection	Under Investigation

REAL PROPERTY - TRESPASS

110-3/85-1	Off right-of-way trespass causing crop damage	Rectified
85-2	Off right-of-way trespass causing property damage	Rectified

REAL PROPERTY - EXPROPRIATION

110-4/85-1	Not agreeable to government building dam on land	Information Supplied
85-2	Feels not getting fair appraisal for expropriation	Information Supplied

ENVIRONMENT - FLOODING

120-1/85-1	Wants land flooding problem resolved	Referred to Department Cond.
85-2	Wants county to clean creek to prevent flooding	Abandoned
85-3	Seeks assistance in rectifying flooding problem	Information Supplied
85-4	Sewage lagoon seeping onto property	Abandoned
85-5	Flooding caused by culverts placed on service road	Information Supplied
85-6	Road construction creates flooding problem	Requires Litigation
85-7	Loss of crop due to flooding	Assistance Rendered
85-8	Flooding caused by drainage works upstream	Rectified
85-9	Flooding caused by newly built road	Rectified
85-10	Seepage problem caused by canal crossing land	Information Supplied
85-11	Flooding caused by waterfowl management program	Under Investigation
85-12	Drainage problem caused by lake stabilization structure	Under Investigation
85-13	Neighbour causing farmer's drainage problems	Under Investigation
85-14	Lake lowering caused by farmer's drainage ditch	Assistance Rendered

ENVIRONMENT - WATER WELL DAMAGE

120-2/85-1	Loss of water well due to oil well drilling in area	Rectified
85-2	Suspects oil well causing odour in water well	Assistance Rendered
85-3	Wants appeal to review water well replacement rejection	Under Investigation
85-4	Water well drilled incorrectly by drilling company	Abandoned
85-5	Feels oil well drilling has disturbed water supply	Assistance Rendered
85-6	Wants assistance in replacement costs of damaged water well	Information Supplied
85-7	Water well damage caused by seismic operations	Rectified

ENVIRONMENT - GROUND WATER

120-3/85-1	Feels water supply damaged due to drilling of well	Rectified

ENVIRONMENT - HAIL, RAIN, WIND, POLLUTION

120-4/85-1	Problems with settling of hail damage claim with insurance	Required Litigation
85-2	Problems with insurance company over hail damage	Required Litigation
85-3	Concerned with coal dust blowing from thermal plant	Referred to Department Conc'd.
85-4	Dissatisfied with insurance settlement for hail damage	Not Justified

AGRICULTURE - LIVESTOCK

130-1/85-1	Feels cow wrongly graded	Unable to Assist
85-2	Dissatisfied with prices received from slaughter company	Assistance Rendered
85-3	Complaint concerning penicillin administered by veterinarian	Information Supplied
85-4	Cows drowned in unfenced dugout	Information Supplied
85-5	Received only 40% of market value for veal from packer	Assistance Rendered
85-6	Feels cattle harmed by gas blowout	Information Supplied
85-7	Iodine deficiency in cattle even with salt supplement	Information Supplied
85-8	Loss of cattle in national defence firing range	Rectified
85-9	Loss of calf due to veterinarian not performing surgery	Referred to Dept. Concerned
85-10	Feels there is a need for cattle crossing on road	Information Supplied
85-11	Would like information regarding pork producers	Information Supplied
85-12	Disappointed in price paid for bull at packing Plant	Information Supplied

AGRICULTURE - FENCES

130-2/85-1	Problems with fence being built on grazing lease	Assistance Rendered
85-2	Fence dispute with county	Assistance Rendered
85-3	Line fence dispute with neighbour	Assistance Rendered
85-4	Railway company fences in poor condition	Information Supplied

AGRICULTURE - FARM MACHINERY

130-3/85-1	Concerned over excessive oil consumption of cummins engine	Information Supplied
85-2	Bought truck with debts left owing from previous owner	Requires Litigation
85-3	Bought tractor with lien against it	Rectified
85-4	Request for parts from company as goodwill gesture	Information Supplied
85-5	Front end loader dispute with dealer	Rectified
85-6	Dealer has problem with farmer and his dealership franchise	Rectified
85-7	Dealership owes farmer money for repair bill on tractor	Unable to Assist
85-8	Problems with blade wearing and bending	Rectified
85-9	Overcharged for shipment of airseeder	Information Supplied
85-10	Problems with warranty on all-terrain vehicle	Assistance Rendered
85-11	Purchased tractor with different motor than advertised	Referred to Department Conc'd.
85-12	New seed drill not functioning properly	Referred to Department Conc'd.
85-13	Wants adjustment made on terms of warranty	Assistance Rendered
85-14	Wants reimbursement for overcharged price on parts	Information Supplied
85-15	New tractor showing all features of wear	Information Supplied

AGRICULTURE - BUILDING PROBLEMS

130-4/85-1	Problems with ventilation and heating in hog barn	Unable to Assist
85-2	Problems with newly constructed pig barn	Information Supplied

NATURAL GAS COOPS - PROBLEMS

140-2/85-1	Gas Coop trying to collect bill that has been paid	Information Supplied
85-2	Concerned over compensation and location of distribution line	Rectified
85-3	Requests assistance in bringing down gas price	Information Supplied
85-4	Not agreeable to amount paid for damage done to gas line	Assistance Rendered
85-5	Natural gas leak resulted in explosion and fire on farm	Requires Litigation
85-6	Seeks compensation for damages caused by gas company	Unable to Assist

GENERAL REQUESTS - PROBLEMS

150-1/85-1	Waterline breakage causing damage to wheat crop	Rectified
85-2	Deer damaging feed supplies on farmer's land	Rectified
85-3	Requires information on replacement of dugout	Information Supplied
85-4	County restricting farmer in feed lot expansion	Information Supplied
85-5	Seeks compensation for delays in irrigation water delivery	Not Justified
85-6	Herbicide ineffective in dealing with weed problem	Assistance Rendered
85-7	Problems regarding small claims court	Unable to Assist
85-8	Seeks compensation for loss of use of pasture land	Information Supplied
85-9	Wants appraisal reconsideration for farm development sale	Information Supplied
85-10	Wants assistance in removing Builders Lien	Rectified
85-11	Problems with dirt in fuel when delivered	Information Supplied
85-12	Requests information on grazing lease	Information Supplied
85-13	Problems with ordering and receiving school bus	Rectified
85-14	Questions regarding fence lines and property rights	Information Supplied
85-15	Feels injustice done due to false advertising	Ref'd. to Department Conc'd.
85-16	Feels discriminated against by irrigation district	Information Supplied
85-17	Problems regarding loan	Assistance Rendered
85-18	Unhappy with settlement from insurance company	Rectified

GENERAL REQUESTS - PROBLEMS (Cont'd.)

150-1/85-19	Feels injustice done by local bank	Not Justified
85-20	Problems with milk quota	Information Supplied
85-21	Unhappy with Motor Vehicles changing classification	Information Supplied
85-22	Family dispute over parent's estate	Requires Litigation
85-23	Requires assistance in halting foreclosure action	Assistance Rendered
85-24	Wants compensation for loss of produce due to truck delivery	Assistance Rendered
85-25	Seeks payment for damages caused by aerial herbicide spraying	Rectified
85-26	Objecting to pricing system used by Canola Company	Information Supplied
85-27	Problem with county over fence line	Not Justified
85-28	Requests additional market quota for milk	Information Supplied
85-29	Charged fee for loan application that was not accepted	Information Supplied
85-30	Problems over dealings with public lands and county	Abandoned
85-31	Unnecessary restrictions placed on farming operation	Unable to Assist
85-32	Writ of Execution incorrectly placed on land title	Rectified
85-33	Bought grain with incorrectly marked weights on it	Under Investigation
85-34	Wants problem resolved of manure discharging into creek	Rectified
85-35	Renters causing damage to buildings and property	Requires Litigation
85-36	Refuses to pay bill for poor quality feed	Rectified

GENERAL REQUESTS - PROBLEMS (Cont'd.)

150-1/85-37	Trees damaged by pesticide aerial spraying	Assistance Rendered
85-38	Not happy with installed drainage system	Rectified
85-39	Requests assistance in negotiating mortgage	Assistance Rendered
85-40	Can purple gas be used in motor bike legally	Information Supplied
85-41	Problems with visitors assuming property recreation site	Assistance Rendered
85-42	Billing for snow removal not justified	Assistance Rendered
85-43	County spraying destroying trees	Rectified
85-44	Requests assistance in preventing foreclosure	Assistance Rendered
85-45	Irregularities in bank interest involved in foreclosure	Unable to Assist
85-46	Objecting to campground or park area construction	Assistance Rendered
85-47	Difficulties on farm causing problems in making payments	Unable to Assist
85-48	Feels treated unfairly by loan company	Information Supplied
85-49	Fighting eviction notice	Unable to Assist
85-50	Being charged double for spray	Rectified
85-51	Wants action against company for substandard fence posts	Rectified
85-52	Unhappy with handling of meeting with loan company	Rectified
85-53	Aerial spraying company refusing to adjust account	Abandoned
85-54	Appealing contract with corn company	Assistance Rendered

GENERAL REQUESTS - PROBLEMS (Cont'd.)

150-1/85-55	Not happy with loan being declined	Requires Litigation
85-56	Damage to garden and trees due to aerial spraying	Abandoned
85-57	Feels entitled to assistance under Disaster Services	Assistance Rendered
85-58	Landowners property rights being diminished	Under Investigation
85-59	Feels too heavily taxed on farmland	Information Supplied
85-60	Problems with arrears on taxes	Information Supplied
85-61	Complaint against government official	Unjustified
85-62	Railway company not maintaining fences	Assistance Rendered
85-63	Disagreement over tax assessment on grain dryers	Assistance Rendered
85-64	Not happy with dairy board	Information Supplied
85-65	Difficulties obtaining authorization to build farm structure	Assistance Rendered

RURAL ELECTRIFICATION PROBLEMS

160-1/85-1	Dispute with power company over classification of transmission line	Information Supplied
85-2	Problem with Utility Company changing contracts	Referred to Department Conc'd.
85-3	Guy wire not covered by legal document	Not Justified
85-4	Refuses to allow powerline poles on land	Rectified

RURAL ELECTRIFICATION PROBLEMS (Cont'd.)

160-1/85-5	Complaint regarding high billing for power	Information Supplied
85-6	Power company wants shelterbelt cut because of interference to power lines	Information Supplied
85-7	Was not informed of brushing done to utility company's right-of-way	Information Supplied
85-8	Has not received full compensation for power lines	Rectified
85-9	Seeks compensation for power lines on land	Information Supplied

SOURCE OF COMPLAINTS BY LOCATION

Acme	2
Airdrie	1
Alberta Beach	1
Alix	3
Andrew	1
Athabasca	2
Barnwell	1
Barrhead	4
Bashaw	3
Bear Canyon	2
Beiseker	1
Bellevue	1
Bentley	1
Berwyn	1
Blueberry Mountain	1
Bluesky	1
Bluffton	1
Bon Accord	1
Bonanza	1
Bonnyville	2
Bowden	1
Bow Island	2
Boyle	2
Brooks	2
Bruce	1
Byemoor	2
Cadogan	1
Calahoo	1
Calgary	3
Calmar	2
Camrose	2
Carnwood	1
Caroline	1
Castor	7
Cherhill	2
Claresholm	1
Coaldale	1
Coalhurst	1
Condor	1
Coronation	3
Crooked Creek	1
Daysland	3
Debolt	1
Del Bonita	1
Delburne	3
Delia	1
Didsbury	1
Dixonville	1

SOURCE OF COMPLAINTS BY LOCATION (Cont'd.)

Drayton Valley	3	Grimshaw	2
Duchess	1	Guy	1
Duffield	2	Hairy Hill	1
Eaglesham	1	Hanna	3
Eckville	2	Hardisty	1
Edgerton	2	Hays	1
Edmonton	9	Heisler	1
Edson	2	High Level	1
Elk Point	1	High Prairie	1
Erskine	1	High River	2
Falher	2	Holden	2
Fawcett	1	Hythe	1
Forestburg	2	Innisfail	3
Fort Assiniboine	1	Innisfree	3
Fort Macleod	1	Irma	2
Fort Saskatchewan	1	Iron River	1
Fort Vermilion	1	Iron Springs	1
Gadsby	1	Islay	1
Galahad	1	Keg River	1
Glendon	1	Killam	1
Gordondale	1	Kingman	1
Grande Prairie	1	Lacombe	2
Grassy Lake	1	La Corey	1

SOURCE OF COMPLAINTS BY LOCATION (cont'd.)

Lamont	1
Legal	1
Lethbridge	1
Lindbergh	1
Lloydminster	1
Mannville	1
Mayerthorpe	1
Medicine Hat	3
Millet	1
Mirror	1
Morinville	1
Mundare	7
Nampa	1
Neerlandia	2
New Sarepta	3
Niton Junction	2
Okotoks	1
Onoway	1
Oyen	1
Peers	2
Picture Butte	2
Pincher Creek	1
Ponoka	1
Provost	2
Radway	1
Red Deer	1
Redwater	4
Rimbey	2
Rochfort Bridge	1
Rosalind	1
Rycroft	2
Ryley	1
St. Albert	1
St. Paul	4
Sangudo	2
Sedgewick	2
Sherwood Park	3
Smoky Lake	2
Spedden	1
Spruce Grove	1
Stettler	1
Stirling	1
Stony Plain	1
Sundre	1
Taber	2
Thorhild	3
Thorsby	1
Three Hills	3

SOURCE OF COMPLAINTS BY LOCATION (Cont'd.)

Tilley	1
Tofield	1
Two Hills	2
Vauxhall	2
Vega	1
Vegreville	2
Vermilion	3
Veteran	1
Vilna	1
Wainwright	1
Warburg	2
Waskatenau	2
Wembley	1
Westlock	4
Willingdon	4
Winfield	6
Wetaskiwin	2
Whitelaw	1
Wostock	1
Out-of-Province	6

CASE-SUMMARIES

A young farmer and his wife in financial difficulty, contacted this office regarding their situation. Upon investigation it was evident that this young farm couple were hard-working, honest people with good managerial abilities. Unfortunately the timing of their land purchases placed their operations in jeopardy because of floating and excessive interest rates in the early 1980's.

The office was able to negotiate a deal between the farmer and the lending institution in which the farmer gave a quit claim to his deeded land but retained his equipment and home.

The farmer is now farming leased land and also holding a second job, at last report he was doing well.

A retired farmer, at the urgings of his son who wished to go farming, put his life savings on the line in order to assist his son. The financially difficult times encountered by agriculture in the last few years proved too difficult for the new enterprise and it was on the verge of collapse when the situation was brought to the attention of this office.

We were able to arrange meetings between the Father, his farming son and lending institutions with the result that new arrangements were made whereby the son was able to refinance the farm and continue farming. The father also benefited in that he was able to recover a portion of his savings and retire to the local town.

This office has found it very gratifying to be able to assist some farmers in difficult circumstances. However, it must be noted that the majority of these financial cases that come to the attention of our office are beyond our ability to assist. It is worthy of further notes that in the cases dealt with by the office in 1985 excessive debt load was a greater factor in farm failure than the management factor that was evident in previous years.

The complainant indicated that he had his crop insured and would be making application for snowed under crop. However, due to his financial situation he could not wait until spring to see how much of the crop could be salvaged and basically was asking for an advance on the premium that would be forthcoming next spring, knowing full well that the crop would be eligible for coverage.

The applicant maintained that he should not be classified as post harvest and paid accordingly now, rather than being forced to wait until after seeding was over and have another inspector come out and make another claim and wait another month to receive the money owing. However, the corporation had no authority to advance monies on snowed under crops beyond the terms set out in the crop insurance contract. Realizing full well that there were many farmers with very poor crops remaining unharvested, they no doubt would have to pay a substantial share of the coverage come spring. As an inspection on the crop was not made before the snow arrived, it would have to be finalized as a post-harvest claim.

The corporation indicated that from past experience trying to estimate the value of the crop in the spring was not working and that is why the present regulations were implemented. They indicated that this whole question would be given consideration by the Board and they would be reviewing their regulations regarding advances.

As a result, the Board of Directors were given authority to make advances on snowed under crops beyond those provided for in the contract where it is evident there will be substantial losses in the spring. The applicant was advanced a considerable amount of money which no doubt was very much appreciated as he was experiencing serious difficulties with his cash flow. The Corporation was not prepared to give a total write off as the crop had not been examined during fall. They would have to wait until the snow was gone to see the actual condition of the crop and whether or not there was any salvage potential. In the meantime the extra payment was helpful and appreciated.

This file was rectified.

130-3-85-3

The complainant contacted this office indicating that he bought a used four wheel drive tractor through a local auctioneer only to find out some months later that there was an outstanding claim by a finance company on it. He had been served with notice that if the claim was not paid, the tractor would be seized. He contacted the auctioneer who indicated that a Statutory Declaration had been filled in by the original vendor prior to the auction sale, however due to a fire he could not produce a copy of it. The original vendor was unsure as to whether or not he had or had not signed it.

This office felt that all parties, including, the auctioneer were aware of the existing debt on the tractor. The financing was held by the dealer through the manufacturer. They were contacted and indicated that they had a legitimate claim, but would not seize the tractor in anticipation of this office being able to work out an agreement suitable to all parties concerned.

The auctioneer was aware of the financial problems of the vendor and should have in our opinion taken more care with the disposition of the funds than he did. It appears he took the majority of the funds himself to offset a debt owing to him by the vendor on cattle purchased from him, but not paid for. The implement dealer that originally sold the tractor to the vendor indicated that the auctioneer was aware of the existing debt and should have reserved the funds to retire it, however, the auctioneer indicates that he was never notified by the implement dealer.

At this point in time we had all the makings for a court case. In an attempt to avoid this, the original vendor who was now off the farm but had a steady job suggested he obtain a loan from a bank to retire the existing loan, with the purchaser co-signing or guaranteeing the loan, with the vendor agreeing to make payments to the bank. In an attempt to avoid costly and time consuming litigation and with the new owner realising his vulnerable position he agreed to this. The agreement appears to be working.

110-1-85-8

The complainant contacted this office indicating that he had signed a lease for a well site. To gain access into the lease it was necessary to cross a water body that was created by a beaver dam. The complainant made it clear to the company that the beaver dam was not to be interfered with, as it served as a dugout for his livestock. The company agreed to this provision and indicated that if it was necessary to remove the beaver dam that arrangements would be made for supplying water to the complainant's livestock. It appears however, that this message did not reach the field staff. The beaver dam was blown to construct the roadway and as a result the quarter section was no longer useable by the applicant for his livestock as there is no water available.

The company acknowledged their error and agreed to have a dugout constructed immediately. When this was done, however, the farmer was not contacted prior to the dugout being constructed, as to the selection of a location and the dugout was built too close to the roadway and was infringing on the road easement. Also, the area drained by the removal of the beaver dam was in need of cleanup as tree stumps and other obstructions were now visible.

To further confuse the issue, the original company sold the lease to another company prior to the damages being settled. The purchasing company naturally showed reluctance to become involved or spend any further monies in an attempt to rectify the situation. An on-site meeting was held with representatives from the company, the County, the farmer and this office and agreement was reached so that the dugout could be reconstructed as necessary to remove any conflict with the road allowance and the company agreed with the landowner to undertake reclamation procedures to cleanup the area that was originally covered by the water from the beaver dam. A cash settlement was also made for adverse effect and inconvenience.

This was a very involved and complex situation and all parties were to be commended for the manner in which this matter was eventually settled.

This file was rectified.

150-1-85-27

The complainant contacted this office indicating that he was having problems with the County regarding a fence line and road construction. Verbal agreement was reached with his councillor on the price of land. However, during the construction it appears extra land was taken and a portion of fence damaged. The County maintains that this was accounted for and paid in the original agreement, however, the complainant denies that. Correspondence was incomplete at best. Also, the amount indicated on the agreement to be paid was disputed by the complainant as being only half of that which was previously agreed to.

Upon investigation it appeared the complainant had signed the agreement with the disputed amount on it. In lieu of the remaining 50%, it appears the County had installed culverts, installed an approach, and did some backsloping which they said accounted for the difference.

The problem dealing with the fence was a common problem whenever road improvements take place. Choices are basically a straight cut to the edge of the landowners property or backsloping. Most people opt for backsloping and if necessary will have the fence set back some distance from the property line. The complainant was advised that due to the request to backslope, that the fence should have been moved back to take advantage of the situation but was not at his request.

Due to the poor documentation, or lack of it, we were faced with each side disputing whatever the other had said. In light of what was evident at the inspection it was felt that no further action was warranted other than advising the complainant to be reasonable and to keep records in the future.

100-1-85-4

This complaint was unique in that the complainant was concerned that the oil company was installing texas gates rather than, as in most cases, refusing to install them. The applicant had a verbal agreement with the company that originally installed the well sites and roadways that texas gates would not be installed except where agreed to. When the operator of the wells changed, this verbal agreement did not follow.

When the rancher explained this to the new operator they were reluctant in accommodating his request. The complainant maintains that the texas gates caused problems especially in winter months, due to the fact that, as the land is far removed from his buildings, they act as an incentive for people to pass over and explore new lands. As well, in the fall, young calves especially before weaning are naturally inquisitive and will occasionally stumble across the texas gate and become separated from their mothers.

Also, during the winter months these texas gates have a tendency to drift in with snow and cows who are fed hay from moving trucks, will have a tendency to follow the trucks and tracks and can hence walk over a snow filled texas gate. The complainant maintains that the installation of a gate should not seriously inconvenience the oil companies representatives. It became apparent that this matter was not being resolved and the complainant was ready to commence legal action.

We became involved and discussed this matter in detail with the company and an agreement was reached where they would remove the texas gates as requested, once the ground was frost free. In the meantime, the oil company's production people would place wire gates across the cattle guards. The complainant and company appeared to be satisfied.

This file was rectified.

100-1-85-11

The complainant contacted this office indicating that he had been advised by the oil company that a well would be drilled on his land and that he was not to seed or prepare the area in question, as drilling would commence in early spring. Consequently, no farm work was done on the land in question. However, the company had a change in drilling plans and cancelled the well. The applicant had not been paid compensation, though the agreement had been signed. The complainant requested compensation to reflect his crop loss and the adverse effect of farming around it as per the request of the company. The company offered an amount which was totally unacceptable to the applicant. The company was contacted and indicated that they did not to the best of their recollection, remember notifying the farmer that he was not to proceed with his normal farming operations. However, as the farmer had indeed incurred some inconvenience an amount that approximated the first year's compensation as it relates to crop loss and adverse effect was paid.

The matter was settled to the satisfaction of both parties.

100-4-85-7

The complainant contacted this office indicating a concern over his minerals and the royalty payable. It appears the company commenced charging processing costs after the agreement had been in place and the minerals produced. The processing charge approximated 50% of the gross royalty and the company was seeking back payment. The complainant had on several occasions tried to receive an explanation as to the validity of this charge as well as an explanation of why in the initial year of production there was no processing charge.

As a result this office contacted the company in question and received the necessary information for the landowner. It appeared the company did err in the calculations, admitted to this and made the necessary payment to rectify the situation. In this case the company was to be commended in the matter in which they opened their records and corrected this error.

This file was rectified.

100-3-85-7

The complainant contacted this office indicating that a Municipal District was refusing to gravel a road in front of their residence approximately one mile in length, yet they gravelled either end beyond them. They also state that during the road construction they were promised access to fields that still has not been given. The complainants maintained that the local councillor holds a grudge against them and for this reason none of this work was being done.

We contacted the Municipal District and the matter was brought to the attention of the Council who explained that only certain funds were available for gravelling and had nothing to do with personal animosities. They indicated the reason the access to the fields had not been constructed was because the complainants had not given them the locations as to where they wished access. The Municipal District has agreed in the coming year to see that this section of road is included in their gravelling program and that the access will be installed once they have been selected by the complainants.

120-1-85-8

The complainant contacted this office indicating that he had been attempting to pursue, for some years, the fulfilment of a drainage project initiated by the County and the Department of Environment. He had been unsuccessful to date in getting either the County or the Department of Environment to proceed further with the project.

On contacting the Department, they indicated this project had been for the most part completed through the years, however, the work left uncompleted, extensions, etc. had been the result of difficulties in obtaining consent from adjoining landowners. The Department had advertised the project which is a prerequisite for licensing. They went on to indicate that one objection has come about since the advertising and they believe that problem can be solved. The potential stumbling block which could stand in the way of the project would be lack of co-operation amongst the local landowners. However, it appears that the drainage project has since gone ahead.

File Closed - Information provided.

120-1-85-4

The complainant contacted this office indicating that as a result of the installation of a sewage lagoon adjoining his property, his property is now incurring seepage damage from the lagoon. An on site inspection was held with the Village, Department of Environment and this office. It was obvious to all parties concerned that the sewage lagoon which abutts the complainants property most definitely is causing seepage problems. The lagoon appears not to have been properly engineered as it relates to the prevention of seepage. However, at this late date it is not feasible to drain the lagoon and reline it. The Village agreed to either purchase the land in question or enter into an agreement where damages would be paid yearly. They also agreed to monitor the situation to see that the area affected does not increase in size.

This met with the landowners satisfaction and the matter has been tentatively resolved.

120-1-85-9

The complainant contacted this office indicating the Transportation Department, through the upgrading of a highway, created additional runoff. He also maintained that through the installation of culverts or lack of installation, drainage was affected in such a way that his land faces a potential of being flooded. It should be noted that he had not incurred severe water damage at this time, but anticipated that he may. To accommodate the landowner the way he requested would have resulted in a large expenditure of funds. However, it should be noted that the landowner advised Transportation prior to construction of the roadway that they should give thought to the drainage problem. It appears that for one reason or another the complainants opinion was not given any consideration.

An on-site inspection was held and it was agreed ditches could be lowered and embankments constructed in an attempt to divert water around this property. However, the major work requested by the complainant was not undertaken and the Department was convinced that the work as recommended would alleviate the potential for any problems.

The work has been done, however, we will have to wait until spring runoff to see if the problem has been rectified.

150-1-85-36

The complainant advised this office that he had received a letter from a feed company's lawyer and indicated that they were taking him to court to recover monies still outstanding on his feed bill. The complainant indicates he was withholding this money because the feed analysis taken revealed that the feed was under the protein level that he was paying for. He maintains that the low protein level set his pigs back approximately one month and had consequently asked for an adjustment on the feed bill to reflect this. He indicated that he had changed feed companies and that his pigs are now moving out at the right time. This office contacted the feed company and discussed this matter in some detail, stressing to them the legitimacy of the concept put forward by the complainant. The feed company admitted that some damages may be attributable but the amount was in dispute.

As a result an amount was agreed to that was acceptable to both and the remaining balance of the feed bill was paid.

File Rectified.

140-2/85-6

A situation arose where a gas company had placed a line on the complainant's land sometime previous, but had not settled damages. The company now reapproached the landowner seeking access for a tie-in. The complainant refused access based on the fact that he had never been paid for previous damages. At that time, the gas company had indicated that in their opinion damages were minimal. However, upon closer examination they agreed to rectify this matter by making a payment for the time spent by the complainant to cover inspection costs connected with the new tie-in and crop damages.

This appeared to be agreeable to both parties and the matter was rectified.

130-1-85-18

The complainant contacted this office indicating that his land is adjoining a military test range and that during a military operation one of his fences was damaged and approximately 15 head of cattle strayed onto the range and had not been seen again. He assumed that the cattle were either killed or stolen. He was therefore claiming a considerable amount of money from the Department of National Defence. This office was naturally curious as to where the 15 head of cattle would have disappeared to. Shortly thereafter, 13 out of 15 cows did return with the complainant holding out hope that the other two would also reappear. His claim was reduced from approximately $7,500.00 down to $500.00 for the cost involved in searching for the cattle.

This case was rectified.

120-3-85-1

The complainant represented a group of rural people who indicated that the local municipality drilled a water well and that their water supply which had been flowing from a spring for the last seven years and running through their property as well as supplying their wells, was adversely affected. Two weeks after the town well started pumping the spring flow decreased and is no longer running. Four wells in the area are now dry. The municipality feels their drilling did not cause the well problems but were a result of drought.

This office contacted the municipality involved and explained the situation to them and inquired if there was some way short of major investigation that this matter could be rectified. They indicated that they would drill the group a water well or if necessary connect them to the local water system. This was expected by the complainants.

150-1-85-38

The complainant contacted this office indicating that he had spent a sizeable amount of money in having his land tile drained. He maintains that prior to installation the company guaranteed the system would drain surface water from existing sloughs so it could be farmed with the rest of the land to increase his productive acres. Also, in the guarantee was the cost as it related to certain materials that would be used in the company's installation.

The complainant indicated that he felt that the costs were high but thought that in five years he would realize a return on his investment by the extra land being put into production so as not having to farm around the sloughs, thereby wasting fuel, chemical, seed and so forth. He went on to indicate that after two years from the start of construction he has not realized any return on his investment whatsoever. He maintains that the system was improperly installed and that the lines had to be cut and water fed into it by the installation of a backhoe ditch with the system entirely freezing up one winter due to water remaining in the tile as a result of it not being properly engineered or installed.

We contacted the company who installed the system who agreed to survey and recheck the levels. They also agreed to return after harvest to make any necessary adjustments to make the system work properly. The company subsequently recontacted the landowner and made good on their prior promise that the remedial work would be done.

The file was rectified.

The applicant maintains that he was approached by the Transportation Department to sell some of his farmland for the purpose of constructing a highway bypass. He agreed to the offer made but indicated that he would be left with a triangular piece of land on the side of the highway opposite that of his remaining land. As he did not own any of the adjoining land, he could not consolidate it into a larger field. The area was approximately 7 acres.

It was indicated that due to the shape it was extremely difficult to farm and due to its placement, so close to a major highway, it was of little or no use as a building site. He had asked the Department to purchase this area but they refused on the grounds that they were creating several other such odd parcels and could not purchase them all.

In the meantime, the complainant was contacted by a gas co-op who indicated they could use a portion of this area for the placement of a small regulator station on it, however, they did not wish to buy the full area in question. It was requested of the Department to purchase the entire acreage and enter into a subsequent sale transaction with the gas co-op to utilize all or a portion of the land, thereby, avoiding the complainant being left with a portion that was basically useless to his needs and which was created by his agreeing to accommodate the Department in their initial operation.

This was done and the matter was rectified to the satisfaction of all parties.

100-1-85-17

The complainant had three pipelines placed through his quarter all in close proximity to each other. The pipelines along with trees and low areas divided the field into numerous little pieces. By reseeding, the hay would be in different stages so that he could not cut and bale as one field, but would have to operate on small parcels at different times. Coupled to this would be the added inconvenience of extra turns around all the pipeline right-of-ways which would have been reseeded. As a result, the complainant contacted the companies and suggested that the whole field be reworked and seeded down to grass to avoid the inconveniences mentioned above.

The three companies agreed to do this and that cost would be divided accordingly. Two of the three companies settled, however, the third company would not settle along the same lines as the previous two, indicating that they had overpaid. The complainant maintains that the previous two companies did not overpay but that the third company was trying to avoid the responsibility and negate the agreement as reached.

This office contacted the company and after discussions relating to the adverse effect and the alternatives available to the complainant, an amount was agreed to which proved satisfactory to both parties.

This file was rectified.

150-1-85-37

The complainant contacted this office indicating that an adjoining landowner had retained the services of an aerial applicator to spray his crop. However, the applicator did not cut off the spray until the plane turned over the complainants yard. The herbicide damaged the shelter belt as well as ornamental trees. The damages did not appear until the following year and were quite extensive.

Damage ranged anywhere from trees that were outright killed to slight damage. The complainant indicated that on several occasions he had attempted to contact the aerial applicator but his calls were not returned. This office contacted the sprayer, set up an on-site meeting with him, the District Agriculturist and the farmer. The damages were obvious and this office explained to the applicator his obligations to settle on the damages.

As it turned out the applicator carried drift insurance for this specific problem and the matter was referred to the aerial applicators insurance adjustors. Last word was that the adjustor was denying coverage based on the fact the pilot held a U.S. pilots license, but had not obtained Canadian approval. Since the insurance policy referred to licensed pilots, this technicality may result in the landowner incurring the loss, as it appears the Aerial Applicator may not be in a financial position to cover all the losses.

150-1-85-62

The complainant maintains that a railway company had piled dirt and rocks on existing fences and in other places the fences needed rebuilding completely. As a result, livestock were getting out and posed a loss if there was an accident involving a train. The complainant had contacted the Company on several occasions but were told that they had no time to fix fences.

The farmer then took it upon himself to move the cattle from the area in question until such time that the fences were fixed. He then submitted a bill to the railway company for feeding of the cattle as well as the costs associated with moving to another location.

This office contacted the railway company. Shortly thereafter we were advised that the company's General Claims Department had now settled the matter.

As for the fence repairs, they have been made. This was settled to the satisfaction of all parties concerned.

100-3-85-3

The complainant maintains that the Department of Transportation erred on a road survey the previous year. Their survey crews took information from a fairly recent legal plan, an error of 24' was incurred on the complainants property for a distance of approximately 500'. Subsequently, it was found that an adjacent survey dating back some years was in error and were advised that the older survey should have been used. Unfortunately Transportation had used the newer survey thus causing the problem. The situation was further aggravated by someone unknown extending the road further on adjacent property to gain access to a gravel pit. As a result, damage to private property and the fence line occurred.

The applicant maintains that as the Department operated off an improper survey, that they were responsible for the damages. The Department did indicate that indeed a trespass had taken place as it related to their operations and as a result discussions were entered into and a satisfactory settlement covering damages, fencing and trespass was reached. Also, monies were received from the company that was found to be responsible for extending the road into the gravel pit.

This file was rectified.

100-1-85-65

The applicant had signed a lease for a roadway and well site. Upon the abandonment of the lease there was still an outstanding dispute regarding a pipeline crossing the land as well as procedures to be followed in reclamation.

The complainant maintains that he was not fully paid for damages during the pipeline construction stage and until such time he would not sign any releases for the company to accommodate them on their reclamation application. To further complicate the matter the applicant wished the roadway left in place so it could be used for his farming operation.

This office contacted the company and discussed the case in detail, they suggested that the lease should be disked and seeded, or a cash payment be made and leave the road as is. The applicant would also look after any damages to the right-of-way, otherwise the company was going to proceed to tear up the road. After further discussions the applicant settled on a cash payment, signed the necessary releases and the road was left in place.

This file was rectified.